

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks and Recreation Director 954 797-1150

PREPARED BY: Dennis Andresky, Parks and Recreation Director 954 797-1150

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN AND CAMP INTERGRATIONS LLP FOR USE OF ROBBINS LODGE AND BETTY BOOTH ROBERTS PARK POOL FOR A SPECIAL NEEDS CAMP; AND WAIVING RENTAL/USER FEES. (Robbins Lodge rental \$2,793.10; Betty Booth Roberts pool user fee \$30)

REPORT IN BRIEF: Camp Integrations LLP has requested a waiver of fees for: the use of Robbins Lodge for a one week special needs camp to be conducted from July 12th thru July 18th, 2008 and a four hour swim session for camp participants at Betty Booth Roberts Park Pool. The areas to be used at Robbins Lodge include the lodge, patio area and open area immediately surrounding the lodge. The camp will consist of approximately (25) to (30) participants that are supervised at a staff to child ratio of at least 1:2 by licensed physical, occupational and speech therapists who specialize in pediatrics. Camp staff will provide the Town both proof of Individual Professional Liability Insurance and a Certificate of Insurance for the staff as a group naming the Town as additional insured. The group is currently seeking incorporation as a Not For Profit Organization. The program was conducted at Robbins Lodge in 2007 at a reduced fee amount of \$150 per day. The Parks & Recreation Advisory Board supports the camp and the fee waiver request. The fee waiver is requested in order to keep the cost for participants at an affordable level. Staff recommends approval of the resolution as presented.

PREVIOUS ACTIONS: R-2007-108

CONCURRENCES: Parks & Recreation Advisory Board

FISCAL IMPACT: Yes

Has request been budgeted? n/a

If yes, expected cost: \$
Account Name:

If no, amount needed: \$
What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to Approve Resolution

Attachment(s): Resolution, Rental Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN AND CAMP INTEGRATIONS LLP FOR USE OF ROBBINS LODGE AND BETTY BOOTH ROBERTS PARK POOL FOR A SPECIAL NEEDS CAMP; AND WAIVING RENTAL/USER FEES. (Robbins Lodge rental \$2,793.10; Betty Booth Roberts pool user fee \$30).

WHEREAS, Camp Integrations LLP requests a fee waiver for use of the Town's Robbins Lodge facility to conduct a special needs camp; and

WHEREAS, Camp Integrations LLP requests a fee waiver for a four hour swim session for camp participants at Betty Booth Roberts Park Pool; and

WHEREAS, Said fee waivers are needed in order to keep participant costs affordable; and

WHEREAS, The Town of Davie Parks and Recreation Advisory Board supports the special needs camp and recommends approval of the requested facility use fee waivers.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby authorizes a fee waiver for Robbins Lodge and Betty Booth Roberts Park Pool for a special needs summer camp program to be conducted by Camp Integrations LLP from July 12, 2008 – July 18, 2008 per the attached facility use agreement.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

Rental Agreement #8927**Town of Davie**

6911 Orange Drive
Davie, FL 33314
(954)797-1145

Name: Camp Integrations LLP,
c/o Melissa Tovin

Address: 1386 Meadows Boulevard
Weston, FL 33327

Phone #: (954) 385-1428

E-Mail:

Contract Type: Meeting Room Rental

Member Type:

Cell #: (954) 803-0561

Number of Sessions: 14

Expected Attendance:

Contract Description: Special Needs Camp 2008 - Camp Integrations LLP, c/o Melissa Tovin 954-803-0561

Booked By:

Set up Notes: CNT

Additional Special Needs Camp 2008

Use of the meeting room is subject to change and/or cancellation at the sole discretion of the Town in order to promote recreational programs or other uses as the Town deems necessary and appropriate

Booking Information:

| Booking Reference | Facility | Unit/Alias | Date | Time | Booking Fee (incl. applicable taxes) |
|-------------------|--------------|------------|------------------|-------------------|---|
| 29860 | Robbins Park | Main Room | Sat Jul 12, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 27864 | Robbins Park | Patio | Sat Jul 12, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 29860 | Robbins Park | Main Room | Sun Jul 13, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 27864 | Robbins Park | Patio | Sun Jul 13, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 29860 | Robbins Park | Main Room | Mon Jul 14, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 27864 | Robbins Park | Patio | Mon Jul 14, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 29860 | Robbins Park | Main Room | Tue Jul 15, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 27864 | Robbins Park | Patio | Tue Jul 15, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 29860 | Robbins Park | Main Room | Wed Jul 16, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 27864 | Robbins Park | Patio | Wed Jul 16, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 29860 | Robbins Park | Main Room | Thu Jul 17, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 27864 | Robbins Park | Patio | Thu Jul 17, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 29860 | Robbins Park | Main Room | Fri Jul 18, 2008 | 9:00 am - 5:00 pm | \$0.00 |
| 27864 | Robbins Park | Patio | Fri Jul 18, 2008 | 9:00 am - 5:00 pm | \$0.00 |

Contract Booking Sub-Total: \$0.00

Contract Type Information:

Security/Clean Up Deposit \$500.00

Legal Information:**MEETING ROOM RENTAL PERMIT/INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT WAIVES LEGAL RIGHTS, PLEASE CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS

This agreement entered into on December 27, 2007 between Camp Integrations LLP, c/o Melissa Tovin hereinafter referred to as "party of the first part", and the Town of Davie, a municipal corporation in Broward County, Florida hereinafter referred to as "part of the second part".

WHEREAS, party of the first part has requested party of the second part to provide use of the meeting room for benefit of party of the first part.

WHEREAS, party of the second part is agreeable to providing said facility, however, has required party of the first part to enter into this Hold Harmless and Indemnification Agreement to protect party of the second part against any and all claims from third persons resulting from the use by party of the first part of the facility.

NOW, THEREFORE, In consideration of the covenants and promises herein provided and for other good and valuable consideration, party of the first part does hereby indemnify and hold harmless party of the second part and its agents, officers, officials and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees in case it shall be necessary to defend any action arising from the use by the party of the first part of the facility including, but not limited to claims for bodily injury, illness, death or property damage. The indemnification provided for herein shall include acts of negligence and gross negligence on the part of the Town of Davie.

NO ALCOHOLIC BEVERAGES ARE PERMITTED ON TOWN PROPERTY.

NO EXCESSIVE NOISE OR MUSIC WILL BE ALLOWED AT THE PARKS.

PLEASE NOTE: Your reservation will be held for ten days after permit is issued (note above date). If payment and permit are not returned by this date, your reservation will be cancelled. There will be a \$50.00 Administrative fee charged if you cancel, change your date/time or for late arrival.

The Town of Davie reserves the right to cancel a permit with a 24 hour notice to the permit holder with the exception of emergencies and/or acts of God. The person and/or group retaining this permit has the right to ask any other person or group to vacate the said reserved facility during the time stated on the permit. Failure to vacate such premises will result in a police escort of non-permitted party of the said facility. Everyone is encouraged to have a happy, safe time in our facilities. The Davie Parks and Recreation Department reserves the right to dismiss or expel any person(s) from our programs or facilities for behavior that is detrimental to the programs and facilities or other clients. This includes, but is not limited to, conduct that constitutes safety hazards, physical abuse, mental abuse and failure to comply with Town rules and regulations.

I have received the park rules attached to this contract and understand them as they pertain to the activity of my group. I also understand that I am responsible for the actions of my group and that non-compliance with any of the park rules may result in revocation of permit, loss of cleanup / security deposit and refusal of any subsequent permit application for a period of time up to one year.

IN CASE OF AN EMERGENCY:

YOU MAY CALL OUR PARK RANGERS AT 954-275-8504, LEAVE A MESSAGE AND THE RANGER WILL RETURN YOUR CALL.

Organization Name and Description of Activity: Special Needs Camp 2008

Equipment/activities/agreements needing approval: Insurance to be provided

Insurance /other special requirements required: x yes no

Rental Fee: \$ 0.00

Deposit Fee: \$500.00

Total Due: \$500.00 Check # _____ Cash _____

Return to Parks & Recreation Department by: _____

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first above written.

Contract Total Costs:

Total Value For Contract #: 8927 \$0.00

Melissa Tovin

Date

Town of Davie Authorized Staff Signature

Date

**ROBBINS LODGE & ROBBINS PATIO LEASE AGREEMENT
TOWN OF DAVIE, FLORIDA**

THIS AGREEMENT is made and entered into this **27th** day of **December, 2007** by and between the Town of Davie, Parks and Recreation Department, hereinafter called the Town, and herein after called Lessee, whose address is:

Camp Integrations LLP
c/o Melissa Tovin
1386 Meadows Boulevard
Weston, FL 33327
954-385-1428 / Cell 954-803-0561

WITNESSETH: That in consideration of the covenants and conditions herein expressed and of the faithful performance of the Lessee of all such covenants and conditions, the Town, does hereby demise and lease unto the Lessee and the Lessee does hereby rent and take as Lessee the following facilities

Robbins Lodge & Robbins Patio Contract #8927

The Robbins Open Space Park, located at 4005 Hiatus Road, Davie, Florida. Said facilities are to be used for the purpose of: **Special Needs Camp** and for no other purpose without the written consent of the Town endorsed on this lease

| | | | |
|-----------|---------------|-------------------|---------|
| Saturday | July 12, 2008 | 9:00 am – 5:00 pm | 8 hours |
| Sunday | July 13, 2008 | 9:00 am – 5:00 pm | 8 hours |
| Monday | July 14, 2008 | 9:00 am – 5:00 pm | 8 hours |
| Tuesday | July 15, 2008 | 9:00 am – 5:00 pm | 8 hours |
| Wednesday | July 16, 2008 | 9:00 am – 5:00 pm | 8 hours |
| Thursday | July 17, 2008 | 9:00 am – 5:00 pm | 8 hours |
| Friday | July 18, 2008 | 9:00 am – 5:00 pm | 8 hours |

The Lessee agrees to pay the Town of Davie a non-refundable rental deposit of 50% of the applicable rental fee to secure the requested date(s). In the event the aforesaid event does not occur on the scheduled date, the deposit shall become the property of the Town of Davie to be applied towards the liquidated damages provided for in paragraph 12 of this lease agreement. If the event proceeds at the scheduled time, the deposit will be applied to the rent. The Lessee agrees to pay the balance to the Town of Davie **fourteen days prior** to the scheduled event. A \$500.00 refundable security deposit is required fourteen days prior to the event.

The rental fee for this period

Non-Refundable Deposit \$ 0.00

Balance due: \$ 0.00

Clean Up/Security Deposit \$500.00 Due by 06/26/08 Rec'd by _____ Date _____ Ck# _____

1. Such rent is to be payable to the Town of Davie, Parks & Recreation Department, 6901 Orange Drive, Davie, Florida 33314. Method of payment: cash, cashiers check, money order or local personal/local company check.

2. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as on the date of the commencement of this lease, ordinary use and wear thereof only excepted.

3. Lessee shall comply with all laws of the United States and the State of Florida, all ordinances of the Town of Davie and all rules and requirements of the police and fire departments and/or other authorities of the Town of Davie. Lessee shall obtain all necessary permits and licenses and will not do or suffer to be done anything on said premises during the term of this lease in violation thereof. Lessee shall immediately desist from and correct or cause to be corrected any violation immediately upon notification thereof by the Town of Davie or its agents

4. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Town of Davie upon demand such sum as shall be necessary to restore said damaged premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee.

5. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, posters or cards of any description inside or in front of or on any part of said building.

6. Lessee shall not admit to said premises a larger number of persons than the capacity thereof as outlined in the operating procedures attached hereto and made a part hereof.

7. The Town reserves the right through its representatives to enter any portion of the demised premises and to eject any objectionable person or persons from said building and property. The Lessee hereby waives any right and all claim for damages against the Town of Davie.

8. The Town reserves the right to remove from the building all effects remaining in building after the time specified at the sole expense of Lessee and to store the same at the sole expense of the Lessee, and without any liability whatsoever on the part of the Town.

9. Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes. Lessee shall not use any agent other than electricity for illuminating the demised premises.

10. Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose. The decision of the Town with respect to these matters shall be final.

11. Lessee shall not assign this lease without the written consent of the Town nor suffer any use of said premises other than herein specified, nor shall lessee sublease the premises in whole or in part.

12. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises, no rent refund shall be made, and the full rent called for by this lease, including any disbursements or expenses incurred by the Town in connection therewith, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.

13. Lessee further states that it has inspected the leased premises and its equipment and that same are adequate and in proper condition for the uses contemplated, and that Lessee accepts same as is with all defects, latent and patent, if any.

14. Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of the failure or impairment of the water supply system drainage system, heating and cooling systems and electric systems, leading to or on the demised premises.

15. In case the said Robbins Lodge or any part thereof shall be destroyed or damaged by fire, water or any other cause, which is not the fault of the tenant, tenant's agents or invitees, or if any other

casualty or unforeseen occurrence shall render the fulfillment of the lease by the Town impossible, including, without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon this lease shall terminate and Lessee shall pay rent for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

16. Lessee will not allow any alcoholic beverages on the leased premises.

17. Lessee shall provide liability insurance to the Town if required pursuant to the provisions of Resolution R-94-343, as amended by R-95-29, or as may be further amended from time to time. All policies submitted to the Town shall name the Town of Davie as an additional insured. The lessee shall be responsible to insure the appropriate behavior of all participants in their event and shall not permit drunkenness, disorderly or disruptive behavior. The Town reserves the right to dismiss or expel any person or persons exhibiting these behaviors or any actions detrimental to the Town or to the Town's facilities.

18. Any matters not herein expressly provided for shall be left to the sole discretion of the Town of Davie.

19. All terms and conditions of the written lease shall be binding upon the parties, their heirs, successors, representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.

20. Whenever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail, addressed as follows:

To Lessor: Town of Davie, Parks and Recreation Department
6901 Orange Drive
Davie, Florida 33314
(954) 797-1145

To Lessee: Camp Integrations LLP
c/o Melissa Tovin
1386 Meadows Boulevard
Weston, FL 33327
954-385-1428 / Cell 954-803-0561

21. Should the Town be required to enforce the terms of this agreement, then Lessee hereby agrees to pay to the Town all the costs in connection therewith including, but not limited to, reasonable attorney's fees whether or not the action or actions precede to judgment.

22. Lessee understands and hereby specifically agrees that the Town does not furnish any staff or technicians nor provide any services, seating setups, equipment or materials unless otherwise provided for in this lease or ordered in writing by Lessee in accordance with the Town's rate sheet for rental equipment and services.

23. The Robbins Lodge is a smoke free facility. No smoking or open flames are permitted in the building.

24. This lease agreement shall not be recorded among the public records of Broward County, Florida.

25. The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

26. Any claim, objection or dispute arising out of the terms of this lease agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

27. In any litigation between the parties hereto concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.

I hereby understand and agree to the terms put forth in this Lease Agreement:

Today's Date: _____

Print Name: _____ Melissa Tovin _____

Sign Name: _____

Davie Resident: _____ yes _____ no

Confirmation: _____ (initials)

For the Town of Davie:

**ROBBINS OPEN SPACE PARK
OPERATING GUIDELINES FOR USE OF THE
ROBBINS LODGE AND OUTDOOR PATIO AREA**

The Town of Davie Robbins Open Space Park is the site of the Robbins Lodge and the Town encourages utilization of these facilities by individuals and groups for gatherings and activities consistent with the character of the Open Space Park.

GENERAL PROVISIONS

The scheduling of events to be held at the Robbins Lodge shall be handled by the Town of Davie Parks & Recreation Department. This department can be reached at 954-797-1145. The use of these facilities shall be through a facility Lease Agreement which provides for a minimum usage timeframe and supplemental extensions at an established hourly rate. All activities including set-up and breakdown are to be included in the contract rental period. Rental fees do not include staff support for the set-up or breakdown of furnishings and equipment. During each event a Town of Davie recreation attendant will be on-site at all times. Robbins Lodge direct phone number is 943-423-5119, and will be answered during events only.

Event Scheduling:

The Parks & Recreation Department maintains a 12 month calendar of activities and will accept reservations for available dates within that 12 month period. Reservations will be held for 14 days to allow the Lessee an opportunity to make the 50% rental deposit, which shall be non-refundable. Failure to satisfy the deposit requirements within the required 14 day period will result in cancellation. In the event the Town of Davie is unable to accept a proposed lease application, the aforementioned reservation deposit will be refunded. Schedule changes will be accommodated within the 12 month activity calendar subject to availability and payment of a \$50 administration fee. Groups, individuals and organizations shall be limited to four (4) rentals within a 12 month period.

Method of Payment:

The final 50% payment is due a minimum of 14 days prior to the Lessee event day. Payments are accepted by cash, money order, Cashier's check or approved credit card.

Operating Times:

All activities and participation within the **Robbins Lodge** shall be limited to the hours of **8:00 am and 10:00 pm**, with final breakdown completed by **10:30 pm** daily. All activities and participation within the **Robbins Outdoor Patio Area** shall be limited to the hours of **8:00 am and 9:00 pm** daily. Activity hours shall include the set-up and breakdown for all activities.

Security Deposit:

The Town is committed to maintaining the highest standards of cleanliness and maintenance of the Robbins Lodge facilities. For all events, the Town will require a \$500 security deposit payable two weeks prior to the event day. This deposit is refundable two weeks after the event, providing the Robbins Lodge and its surrounding property is left in a clean, orderly fashion and free of damage. A walk-through before and after each event will determine if damage has occurred or if additional cleaning is needed.

Tents:

For your convenience, the Robbins Outdoor Patio area has preinstalled anchor points for a potential 25' X 55' or 25' X 35' outdoor tent. The Lessee is responsible for making arrangements with outside vendors for installation and removal. No additional tent anchoring stakes, pins or connections will be permitted beyond those currently provided. All tents and apparatus must be fire and safety rated for the intended use. Please note: A tent permit may be required. Please contact Parks & Recreation staff at 954 797-1147 for more information.

Music and Entertainment:

Music, entertainment and sound systems are permitted inside the Robbins Lodge facility and all decibel levels must be maintained at a reasonable level. The determination of reasonable and acceptable sound levels shall be at the sole discretion of the town. All activities within the Robbins Lodge facility shall at all times be maintained at a volume level which results in decibel levels measured at the property line consistent with the Town of Davie noise ordinance. Failure to adhere to standards shall be grounds for termination of the event without refund or redress. Electronic amplified music sound systems are not permitted in the Outdoor Patio Area. All activities in the Outdoor Patio Area shall be limited to a sound level which results in decibel levels measured at the property line consistent with the Town of Davie noise ordinance. Music on the Outdoor Patio Area will not be permitted after dusk.

Safety Regulations:

To ensure the maximum safety and enjoyment for all guests, we request that Lessees familiarize themselves with fire and safety regulations and follow these guidelines. Occupancy of the Robbins Lodge shall not exceed the auditorium design capacity of 110 guests and banquet seating capacity of 80 guests. Occupancy of the Outside Patio Area shall not exceed 110 guests. All entrances, exits, aisles and doors must remain cleared and unobstructed at all times. This is a smoke free facility and no smoking or open flames are permitted inside the premises.

Tables and Chairs:

For your convenience the Town provides on-site nine (9) 60" diameter round banquet tables, four (4) 6' long tables, and 110 upholstered stacking chairs. Tables and chairs are **not** permitted to be removed outside of the building. These furnishings are available to the Lessee with set-up and breakdown the responsibility of the Lessee.

Dancing:

Dancing is permitted in the designated dance floor area only.

Decorations, Signs and Posters:

The Lessee shall not conduct or permit any actions which may injure, mar or in any manner deface the Robbins Lodge or surrounding property. The Lessee shall not conduct or allow alterations of any kind to the building, facilities, or surrounding property. The use of confetti, rice, bird seed or glitter in the Robbins Lodge, facilities or surrounding properties shall not be permitted.

Parking:

Parking is permitted in designated areas only. Deliveries are permitted behind the Lodge.

Food Service: Food service is permitted in the Robbins Lodge and Outdoor Patio Area. The Robbins Lodge warming kitchen provides a stove, refrigerator and microwave oven. The Robbins Lodge Patio Area provides a large outdoor barbecue and kitchen, with stove and refrigerator, together with restroom

facilities. The Lessee may make private arrangements or secure the services of a commercial caterer of their choice. Commercial caterers must maintain a one million (\$1,000,000) general liability insurance policy for all activities. All kitchen areas, stove tops, counters, sinks and refrigerators must be cleaned after each use. All trash must be removed from the facility at the end of the event and properly stored in the containers provided by the Town.

Alcoholic Beverages:

Alcoholic beverages are not permitted.

Ancillary Activities and Services:

The sale or rental of items on the premises of the Robbins Lodge and Robbins Preserve will at all times be under the control of the Parks & Recreation Department. Lessee must have approval from the Parks & Recreation Department to sell or rent items. Such items must relate to the usage for which the building is rented.

The Parks & Recreation Department reserves the right to decline approval for the sale, rental or distribution of items inappropriate to this facility.

GENERAL POLICIES

Obstruction:

No portion of the sidewalks, entries, passages, or ways of access to the premises for the public shall be obstructed or caused to be obstructed by the Lessee, or caused or permitted to be used for any purpose other than ingress and egress to and from the premises. Storages closets and restrooms shall not be used for any purpose other than that for which they were constructed. Any damage resulting from or any misuse of any portion of the facility or equipment of the Robbins Lodge and Robbins Patio shall be paid for by the Lessee.

Disorderly Behavior:

The Town of Davie reserves the right to dismiss or expel any person or persons from our facilities for disorderly behavior that is detrimental to the Town or Town's facilities. This includes, but is not limited to, conduct that constitutes safety hazards, physical abuse, and failure to comply with Town rules and regulations. If you are dismissed or expelled from the facility, you will be denied future facility access. The term "disorderly behavior" shall include disorderly conduct, drunkenness, disruptive behavior, and violation of building policy, town, state or federal law, improper conduct of business or any event, or actions which would compromise the safety and or the enjoyment of others.

Rental Access:

The Town of Davie reserves the right to decline rental of the Robbins Lodge or Outdoor Patio Area for any event or activity inconsistent with the character of the Robbins Open Space Park or not in compliance with the operating guidelines or Lease Agreement.

I have reviewed the operating guidelines for use of the Robbins Lodge and Outdoor Patio Area, and agree to the guidelines as stated above.

SIGNATURE:

Julia Harper

DATE:



PARKS AND RECREATION DEPARTMENT

6901 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399

Phone: 954.797.1145 • Fax: 954.797.1148 • www.davie-fl.gov

TOWN OF DAVIE ROBBINS LODGE AND PATIO FACILITY PERMIT RULES & REGULATIONS

1. After the facility has been sufficiently checked, in the estimation of the park staff, and it has been determined that there has been no damage to park property, the deposit will be returned to the permit holder within a reasonable time. Failure to clean the facility properly, damage to park property, or violation of the park rules will result in the loss of the deposit. All deposits will be processed and mailed to the name and address listed on the original contract.
2. All vehicles must stay on paved roadways or in designated parking spots.
3. All dogs/pets must be on a leash no longer than six (6) feet in length and under the control of the owner. Dogs/pets are not permitted inside Robbins Lodge.
4. No excessive noise or music will be allowed at the parks.
5. The sale of any articles, food, or beverage to the general public without specific written approval from the Town of Davie Parks & Recreation Department is prohibited.
6. All catering agreements must be noted on the Lease Agreement.
7. Any equipment or activities brought into the park or meeting room by private vendor hired by the permit holder must be approved by the Town of Davie Parks & Recreation Department by a specific use permit as additional insured, so as to provide adequate coverage for the protection of the Town and its property.

A general liability certificate of insurance stating the "Town of Davie as an additional insured certificate holder" for one million dollars must be provided two weeks prior to your scheduled event. Activities that require insurance in the amount of one million dollars shall include, but are not limited to bounce houses, inflatable slides, three in one inflatable activity centers, pony rides, and petting zoos. Activities NOT ALLOWED in Town facilities include, but are not limited to, water slides, slip and slides, inflatable pools, any activity that includes water, trackless trains, and rock climbing walls.

8. Any signs or banners to be posted at the site must have approval in writing by the Town of Davie Parks & Recreation Director or designee.
9. Your reservation will be held for fourteen days after the date on the front of the contract. If payment, signed permit, and signed rules and regulations are not returned by this date, your reservation will be automatically cancelled.
10. Please refer to your Robbins Lodge and Robbins Patio Lease Agreement and Operating Guidelines for Use of the Robbins Lodge and Outdoor Patio Area for additional information.

I understand that non-compliance with any of the above stated rules and regulations may result in the revocation of this permit, loss of clean-up security deposit and refusal of any subsequent permit applications for a period of time up to one year.

In Case of Emergency please Contact The Park Ranger At 954-275-8504

Signature _____ Date _____

*"SMOKING POLICY" (Town Ordinance #2003-13): Smoking is limited to parking areas
when in Town Parks conduct sport programs/events.
Thank you for your cooperation.*

Revised 3/28/06

